



The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 19 of the Finance Act 1950 as amended.

FLEET POLICY
59.FMV.590

The Insurer agrees to indemnify the Insured subject to the terms of this policy.

The Schedule, Certificate of Insurance and Policy are to be read together as one contract.

For the purpose of this Policy

- (a) a motor car means any private car, estate car, utility car or passenger carrying vehicle with not more than nine seats
- (b) a commercial vehicle means any motor vehicle that is not a motor car
- (c) an insured vehicle means any motor car or commercial vehicle as defined in (a) and (b) above.

For and on behalf of
Zurich Insurance Company Ltd

Patrick Manley
Branch Manager for Ireland

SECTION 1

THIRD PARTY LIABILITY

If death or bodily injury or damage to property is caused by or arises out of the use of or in connection with the loading or unloading of the insured vehicle or trailer the Insurer will indemnify

- (a) the Insured
- (b) any person permitted by the Insured to drive provided that such person holds a licence to drive such vehicle or has held and is not disqualified from holding or obtaining such a licence unless a licence is not required by law
- (c) any person (other than the driver) permitted by the Insured to use the insured vehicle for social domestic or pleasure purposes
- (d) at the request of the Insured any person being carried in or upon or entering or getting into or alighting from the insured vehicle
- (e) the legal representatives of any person who would have been entitled to indemnity under this Section

against legal liability in respect of such death or bodily injury or damage and will in addition pay

- (i) solicitors' fees for representation at any Coroner's Inquest or Court of Summary Jurisdiction or similar Court in respect of any act which may be the subject of indemnity under this Section
- (ii) costs for the defence of the Insured or, at the request of the Insured, any person entitled to drive against a charge of manslaughter or of causing death by dangerous driving, provided that it results from an accident that gives rise to a valid claim under the Policy
- (iii) other legal costs and expenses incurred with the Insurer's written consent
- (iv) fees and charges as required under the Road Traffic Acts.

EXCLUSIONS TO SECTION 1

The Insurer shall not be liable in respect of

- (a) death of or bodily injury to a person arising out of and in the course of such person's employment by the Insured or any other party entitled to indemnity under Section 1 of this Policy other than in respect of any passenger (excluding the driver or a person in charge of the insured vehicle for the purposes of driving) whilst being carried in or upon entering into or alighting from the insured vehicle whilst such vehicle is on a road as described in the Road Traffic Acts or any other Road Traffic legislation
- (b)
 - i. damage to property owned by or held in trust by or in the custody or control of the Insured or any other person claiming to be indemnified under this Section
 - ii. damage to property being conveyed in a commercial vehicle
- (c) damage to property caused by any commercial vehicle or Motor Car in excess of the Third Party Property Damage limit of indemnity shown in the Schedule
- (d) death or bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with
 - (i) the bringing of the load to a commercial vehicle for loading or
 - (ii) the taking away of the load from a commercial vehicle after unloadingby any person other than the driver or attendant of a commercial vehicle
- (e) death, bodily injury or damage to any person other than the Insured if that person is entitled to indemnity under any other Policy.

SECTION 2

DAMAGE TO VEHICLE BY FIRE OR THEFT

In the event of loss of or damage to the insured vehicle or accessories by fire or theft or attempted theft, the Insurer will at its discretion repair or replace the insured vehicle or the accessory or make a cash settlement not exceeding the market value of the insured vehicle or the accessory at the time of the loss or damage.

EXCLUSIONS TO SECTION 2

The Insurer shall not be liable in respect of

- (a) depreciation, wear and tear, mechanical electrical electronic computer and computer software breakdowns or failures or faults or breakages
- (b) loss of use
- (c) the first amount of each claim under this Section up to the sum specified in **Deductions** in the Schedule.

SECTION 3

DAMAGE TO VEHICLE OTHER THAN UNDER SECTION 2

If the insured vehicle or accessories are lost or damaged the Insurer will at its discretion repair or replace the insured vehicle or the accessory or make a cash settlement not exceeding the market value of the insured vehicle or the accessory at the time of the loss or damage.

EXCLUSIONS TO SECTION 3

The Insurer shall not be liable in respect of

- (a) depreciation, wear and tear, mechanical electrical electronic computer and computer software breakdowns or failures or faults or breakages
- (b) loss of use
- (c) damage to tyres by application of brakes or by punctures cuts or bursts
- (d) the first amount of each claim under this Section up to the sum specified in **Deductions** in the Schedule.

SECTION 4

NEW CAR REPLACEMENT

If any motor car in respect of which Sections 2 and 3 apply has been owned by the Insured or has been hired or leased to the Insured since new and is within 12 months of being first registered

- (a) is lost by theft and not recovered
- (b) is damaged to the extent that the estimated cost of repairs including value added tax exceeds 50% of its list price including taxes at the time of the loss or damage the Insurer will subject to the consent of the Insured and any other interested parties replace it by a new motor car of the same manufacture and of the same or like type. In such event the insured motor car shall become the property of the Insurer.

SECTION 5

AGE AND INEXPERIENCED DRIVER EXCESS

The Insured will pay the first €60 of each claim under Section 3 while the insured vehicle is being driven by or in the charge of any person who is

- (a) under 25 years of age
- (b) aged 25 or over and
 - (i) holds a provisional licence or
 - (ii) has held a licence other than a provisional licence for less than 12 months

In addition the Insured will pay any amount not exceeding that stated in **Deductions** in the Schedule in respect of each claim under Section 3.

SECTION 6

WINDSCREEN BREAKAGE

Where the only damage sustained by the insured vehicle is breakage of the windscreen or any other window and resulting scratching of bodywork the Insured will not be called upon to pay the first amount of each claim as stated in Section 5 of the Policy or in **Deductions** in the Schedule arising from such breakage or damage.

SECTION 7

TRAILERS

The indemnity provided by Section 1 and Sections 2 and 3 if they be included in the Schedule shall apply in respect of any trailer the property of or in the custody or control of the Insured as though it were the insured vehicle

Provided that

- (a) for the purpose of Exclusion (c) of Section 1 a vehicle and a trailer or trailers shall together be deemed to constitute one vehicle
- (b) the Insurer shall not be liable by virtue of this Section to indemnify the Insured in connection with any vehicle or trailer while such vehicle is drawing a greater number of trailers in all than is permitted by law.
- (c) the Insurer shall not be liable for damage to or loss of any property being carried in or on a trailer.

SECTION 8

REPAIRS

Following a claim under Sections 2 or 3 the Insurer will pay the reasonable cost of

- (a) removal to the nearest competent repairer and
- (b) delivery to the Insured when repairs have been completed

Repairs may be commenced if the estimated cost does not exceed the amount shown in the Schedule and a completed claim form and detailed estimate are sent to the Insurer on the day instructions are given.

SECTION 9

SPARE PARTS

The Insurer shall not be liable under Sections 2 and 3 for a greater sum than the makers' last list price in the Republic of Ireland for the supply of any spare part and at its discretion a cash settlement on this basis may be made if a spare part cannot be obtained.

If the supply of any spare part is delayed or repair is postponed and the Insured uses the vehicle in a damaged condition the Insurer shall not be liable for the cost of any further damage so caused.

SECTION 10

HIRING AGREEMENTS

If to the knowledge of the Insurer the vehicle is the subject of any contract or hire purchase agreement all settlements made in cash under Sections 2 and 3 shall be to the Owner whose receipt shall constitute a discharge.

SECTION 11

VEHICLES LOANED OR HIRED

Where required by a contract entered into by the Owner and the Insured the Insurer will in the terms of and subject to the limitations of Section 1 indemnify the Owner of any vehicle loaned or hired to the Insured provided that such Owner is not entitled to indemnity under any other Policy.

SECTION 12

CROSS LIABILITIES

In respect of claims under Section 1 the Insured named in the Schedule and each Associated and/or Subsidiary Company shall be deemed to be Third Parties to one another.

SECTION 13

UNAUTHORISED USE

The Insurer will indemnify the Insured in the terms of Section 1 and Sections 2 and 3 if they be included in the Schedule whilst the insured vehicle is being used without the knowledge or consent of an authorised official of the Insured. The Insurer shall not be liable under the terms of this Section to indemnify any person driving or using the vehicle.

SECTION 14

TERRITORIAL LIMITS AND FOREIGN USE

This Policy applies within the territorial limits of

- (a) any member country of the European Union
- (b) any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (No.72/166/EEC)
- (c) any other country for which the Insured has requested and the Insurer has agreed to provide indemnity.

SEA TRANSIT

The Policy will apply whilst the insured vehicle is in transit (including processes of loading and unloading) between ports in countries within the territorial limits provided that such transit shall be by a recognised sea route of not longer than 65 hours duration under normal conditions.

CUSTOMS DUTY

The Insurer will indemnify the Insured in respect of the enforced payment of Customs Duty arising directly from loss or damage to the insured vehicle giving rise to a valid claim under Section 2 or 3 of the Policy.

GENERAL AVERAGE

The Insurer will indemnify the Insured against liability for the payment of General Average Salvage Sue and Labour Charges arising from transportation by sea provided that in respect of the Insured vehicle Section 3 of the Policy is operative.

EXCLUSION TO SECTION 14

The Insurer shall not be liable in respect of death of or bodily injury to any person or damage to property for any amount in excess of the limit of indemnity shown in the Schedule or the minimum limit of indemnity required to comply with the laws relating to the compulsory insurance of motor vehicles in the countries specified in this Section whichever is the greater.

SECTION 15

SPAIN - LEGAL CHARGES

At the request of the Insured the Insurer will protect the Insured and the driver of the insured vehicle against legal charges in Spain in accordance with the terms specified by the Insurer in the Evidence of Insurance Certificate issued to the Insured.

SECTION 16

INDEMNITY TO PRINCIPALS

Section 1 is extended to indemnify any Principal of the Insured against liability at law arising out of the use of the insured vehicle in connection with any contract entered into between the Insured and such Principal.

Provided always that

- (a) the Insurer shall not be liable for injury loss or damage arising out of the negligence or other default of the Principal or his servants or agents
- (b) the Insurer shall have the sole conduct and control of any claim arising under the terms of this Section
- (c) such Principal is not entitled to indemnity under any other Policy.

SECTION 17

MOVEMENT OF THIRD PARTY VEHICLES

The indemnity provided by Section 1 shall extend to apply to any accident caused by or arising out of

- (a) the driving or movement of any vehicle not the property of the Insured when it is interfering with the performance of the Insured's business directly connected with the use of an insured vehicle.
- (b) the parking or movement by employees of the Insured of vehicles belonging to customers or visitors whilst such vehicles are on the Insured's premises.

For the purposes of this Section the words "or in the custody or control of" in Exclusion (b) of Section 1 shall not apply to such third party vehicle.

SECTION 18

CONTINGENT LIABILITY

The indemnity granted by Section 1 shall extend to apply in respect of liability incurred by the Insured arising out of the use of any motor vehicle not owned or provided by the Insured while being used with the permission of the Insured in connection with the Insured's business by any person in the employ of the Insured.

Provided always that

- (a) the Insurer shall not be liable in respect of loss or damage to such motor vehicle
- (b) if at the time of the occurrence of any accident giving rise to a claim under this Section there is any other existing insurance covering the same liability the Insurer shall not be liable to make any payment and Condition 3 of the Policy shall not apply.
- (c) the Insurer shall not be liable under the terms of this Section to indemnify any person who is driving such motor vehicle.

It is a condition of this Section that before the Insured shall give permission to any person in the Insured's employ (such person hereinafter being referred to as the employee) to use such motor vehicle for the business of the Insured the Insured shall take all reasonable steps to ensure that there is in force in the employee's name a separate Policy of Motor Insurance giving similar indemnity and including indemnity to the Insured in respect of liability arising from the use of such motor vehicle in connection with the business of the Insured.

SECTION 19

CONTINGENT LIABILITY- VEHICLES HIRED WITH DRIVER

The indemnity granted by Section 1 shall extend to indemnify the Insured in the event of any accident caused by or through or in connection with any motor vehicle hired (other than under a Hire Purchase Agreement) by the Insured for the purposes of his business and which is being driven by or is for the purpose of being driven in the charge of any person other than the Insured or a person in his employ.

Provided always that

- (a) for the purpose of this Section the words in Exception (d) to Section 1 "by any person other than the driver or attendant of such vehicle" shall be deemed to be deleted
- (b) the Insurer shall not be liable in respect of loss of or damage to such vehicle
- (c) if at the time of the occurrence of any accident giving rise to a claim under this Section there is any other existing insurance covering the same liability the Insurer shall not be liable to make any payment and Condition 3 of the Policy shall not apply.

SECTION 20

DECLARATIONS

Prior to the commencement of each period of insurance and at the intervals shown in the Schedule the Insured shall declare to the Insurer (in such form as the Insurer shall require) the number of vehicles owned by or in the custody or control of the Insured at such date. In the event of the number of vehicles being greater or less than at the previous declaration an additional premium or refund of premium shall be made by or to the Insured.

SECTION 21

PERSONAL EFFECTS

The Insurer will indemnify the Insured or at his request any other person for loss of or damage to personal effects other than money whilst in the insured vehicle resulting from fire or theft or attempted theft or accidental means provided that

- (a) the liability of the Insurer in respect of any one occurrence shall not exceed the amount stated in the Schedule
- (b) the Insurer may at its option repair replace or pay in cash the current market value of any such personal effects
- (c) a receipt from the person indemnified shall constitute a discharge in respect of any claim under this Section.

SECTION 22

MEDICAL EXPENSES

If any person in the insured vehicle shall in direct connection with that vehicle sustain bodily injury caused by accidental external violent and visible means the Insurer will at the request of the Insured pay the cost of medical expenses in respect of such injury up to the amount stated in the Schedule for each person injured.

SECTION 23

OCCASIONAL BUSINESS USE

EMPLOYEES CARS

At the request of the Insured this Policy shall extend to apply in respect of any motor car or any commercial vehicle with a gross vehicle weight not exceeding two tonnes, the property of or hired or lent to any employee of the Insured whilst being used in connection with the Insured's business.

Policy Condition 3 shall not apply to this Section.

SECTION 24

TOWING DISABLED VEHICLES

This Policy shall be operative while the insured vehicle is being used for the purpose of towing any one disabled mechanically-propelled vehicle and the Insurer will indemnify the Insured in the terms of Section 1 in respect of liability in connection with the towed vehicle.

Provided always that

- (a) such vehicle is not towed for reward
- (b) the Insurer shall not be liable by reason of this Section in respect of damage to the towed vehicle or property being conveyed by such vehicle.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1. Details of accident claims, related developments and civil or criminal proceedings must be reported to the Insurer without delay. Notice of any inquest, fatal enquiry or prosecution and every letter, claim, summons, Civil Bill, Civil Process or other proceedings must be sent to the Insurer on receipt. On the happening of any accident, injury, loss or damage for which there may be liability under this Policy, the Insured or any person entitled to drive shall use every reasonable endeavour to obtain the names and addresses of all witnesses and all parties concerned.
2. Except with the written consent of the Insurer no person shall be entitled to represent or admit liability on behalf of the Insurer or any person claiming indemnity under this Policy. Conduct and control of claims shall be vested solely in the Insurer who shall be entitled to conduct the defence or settlement of any claim and to instruct solicitors of its choice to act for the Insured in any civil or criminal proceedings arising from any event giving rise to it.
3. If any other insurance covers the same loss damage or liability the Insurer shall not be liable to pay more than its rateable proportion of any claim.
4. The Insured will take all reasonable steps to maintain and use the insured vehicle in a safe condition and to comply with statutory regulations. The Insurer shall at all times have free access to examine the insured vehicle.
5. Observance of the terms of the Policy relating to anything to be done or complied with by the Insured or so far as they apply to any other person entitled to indemnity or benefit under it shall be a condition precedent to liability of the Insurer.
6. The insurer may cancel this Policy by giving not less than seven days notice by Registered Letter to the last known address of the Insured.
7. If any difference shall arise under this Policy such difference shall be referred to an Arbitrator to be appointed by the parties by agreement or in default of agreement to be appointed by the President for the time being of the Incorporated Law Society of Ireland. The conduct of the Arbitration shall be governed by the Arbitration Acts 1954 to 1980 or any Statutory Re-Enactment or Amendment thereof. Where any difference is by this Condition to be referred to Arbitration the making of an Award shall be a condition precedent to any Right of Action against the Insurer. Claims not referred to Arbitration within twelve calendar months from the date of disclaimer of liability by the Insurer shall be deemed to have been abandoned.

8. In accordance with Section 93 of the Insurance Act 1936 all monies which become or may become due and payable by the Insurer shall be payable and paid in the Republic of Ireland.
9. This Policy shall be governed by and construed in accordance with the laws of the Republic of Ireland and each party agrees to submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

EXCLUSIONS

WHICH APPLY TO THE WHOLE POLICY

The Insurer shall not be liable in respect of

1. any consequence of war invasion or civil war except as necessary to meet the requirements of the Road Traffic Acts
2. any consequence of
 - (a) earthquake occurring elsewhere than in any member country of the European Union
 - (b) riot or civil commotion occurring
 - i) in Northern Ireland
 - ii) elsewhere than in any other member country of the European Union
3.
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or
 - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear
 - (iii) assembly or nuclear component thereof.
4. any loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
5. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement except to the extent that the Insurer has approved such agreement and unless the conduct and control of the claims is vested in the Insurer but in any event there will be no indemnity provided in respect of liquidated damages or under any penalty clause.

6. any claim directly or indirectly arising from use of the insured vehicle otherwise than in accordance with the limitations as to use specified in the Certificate of Insurance except
 - (i) to indemnify the Insured only whilst the insured vehicle is in the custody of a member of the Motor Trade for the purpose of maintenance or repair
 - (ii) as specified in Section 13 - Unauthorised Use.

7. any claim directly or indirectly arising from the driving of the insured vehicle by any person who to the knowledge of the Insured does not hold a licence to drive it unless the person has held and is not disqualified for holding or obtaining such a licence. This exclusion shall not apply when a licence is not required by law.

NOTICE TO POLICYHOLDERS

EURO CONTINUITY CLAUSE

The European Economic and Monetary Union (EMU) provides for the introduction of a single currency (Euro) and the substitution of the national currencies of the Member States participating in the EMU.

The parties confirm that the occurrence or non-occurrence of any event associated with the EMU will not have the effect of altering any term of, or discharging or excusing performance under this Agreement or any Transaction, give either party the right unilaterally to alter or terminate the Agreement or/and Transaction, or otherwise be the basis for the effective designation of an early termination date.

An event associated with EMU includes, without limitation, each and any combination of the following and their possible economic effects:

The introduction of the single currency (Euro)

The substitution of the Euro for the ECU

The introduction of the Euro as lawful currency in a Member State and the later substitution of the Euro for the national currency

The fixing of conversion rates

The disappearance or replacement of a relevant rate option or other price source for the ECU or the national currency of a EMU Member State or the failure of an agreed sponsor (or a successor sponsor) to publish or display a relevant rate, index, price, page or screen.

This clause applies unless otherwise agreed by the parties by supplements duly executed.

Note: On the date on which the national currencies of the EMU-member states shall definitely be substituted by the single currency (Euro), as currently planned on 1.1.2002, all references to the Irish Punt provided for under this Agreement shall be converted into the single currency (Euro).



Policy No:
Insured:

Endorsements

Each Endorsement operates only if indicated in the Schedule and is otherwise subject to the terms and conditions of the Policy.

1. Airside Exclusion

The Insurer shall not be liable other than in accordance with the Road Traffic Acts or any other Road Traffic legislation in any territory as detailed in Section 14 Sub-Section (a) of this Policy whilst any insured vehicle operates airside. For the purposes of this endorsement airside means the runway manoeuvring areas, apron of the airport and service roads which are directly associated therewith.

2. Definition of Cover

The classification of cover provided by this Policy for individual vehicles is specified in correspondence between the Insurer and the Insured.

The extent of the insurance provided by the various classifications is as follows :

- | | |
|--------------------------------------|---|
| A. Comprehensive | - Sections 1- 3, 5 – 22 & 24 only |
| B. Third Party, Fire and Theft | - Sections 1, 2, 7-20 and 24 only |
| C. Accidental Damage, Fire and Theft | - Sections 2, 3 (except for vehicles being driven on roads as defined by the RTA), 5-10, 13 and 20 only |
| D. Fire and Theft | - Sections 2, 8-10, 13 and 20 only |
| E. Third Party Only | - Sections 1, 7, 11-20 and 24 only |

3. Goods-in-Transit Tanker Products

The Insurer will indemnify the Insured in respect of loss or damage to products carried in Tankers caused by flood, theft, collision or overturning of any commercial vehicle insured by this Policy provided that :

(i) the maximum amount payable for all such loss or damage arising out of any one event shall not exceed €15,400 any one load other than in respect of those vehicles specified in correspondence between the Insured and the Insurer where the maximum amount payable will be as detailed in such correspondence

(ii) the Insurer shall not be liable for any Consequential Loss

4. Young and Inexperienced Driver Additional Excesses

The sum of €60 in Section 5 is increased to €250 for sub paragraph (a) and €125 for sub paragraph (b).

4A. Young and Inexperienced Driver Additional Excesses

The sum of €60 in Section 5 is increased to €315 for sub paragraph (a) and €125 for sub paragraph (b). In addition, if any person has not attained the age of 21 years the Insured will pay the first €625 of each claim.

5. Windscreen Excess

Section 6 - Windscreen Breakage is held to read as follows:

"Where the only damage sustained by the insured vehicle is breakage of the windscreen or any other window and resulting scratching of bodywork the Insured will pay the first €100 of each and every claim except where the windscreen or window is repaired rather than replaced".

6. Motor Traders Extension

The Insurer shall not be liable for death, bodily injury, loss or damage caused by any motor vehicle not the property of, nor on hire, loan or leased to the Policyholder, whilst such vehicle is in or on premises owned by or in the occupation of the Insured.

7. Trade Plate Extension

The Insurer shall not be liable for death, bodily injury, loss or damage caused by any motor vehicle not the property of, nor on hire, loan or leased to the Policyholder, whilst such vehicle is bearing a Trade Plate, the number of which has been notified to the Insurer, and is operating in or on premises owned by or in the occupation of the Insured.

8. Specified Drivers for Specified Vehicles

The Insurer shall not be liable for death, bodily injury, loss or damage caused by vehicle(s) specified in correspondence between the Insured and the Insurer whilst driven by any person other than those people specified in correspondence between the Insured and the Insurer.

9. Age Restriction

The Insurer shall not be liable for death, bodily injury, loss or damage whilst any Insured Vehicle specified in correspondence between the Insured and the Insurer, is driven by anyone under the age of 25 years unless declared and agreed with Insurers.

10. Excess - Specific Person

The Insured will pay €625 of each claim under Section 2 and Section 3 as amended by Endorsements 11 and 12 if applicable, whilst any vehicle insured by this Policy is being driven by a person specified in correspondence between the Insured and the Insurer. This will be in addition to any deductions specified in the Schedule and any Age or Inexperienced Driver Excess specified in Section 5 as amended by Endorsement 4.

10A. Damage to Vehicle Excess - Specified Vehicles

The Insured will pay €315 of each claim under Section 3 Damage to Vehicle in respect of any insured vehicle specified in correspondence between the Insured and the Insurer. This will be in addition to any Age or Inexperienced Driver Excess specified in Section 5 as amended by Endorsement 4A.

11. Theft Excess - General

The Insured will pay €1,250 of each claim under Section 2 for Theft.

11A. Theft Excess - Specified Vehicles

The Insured will pay €315 of each claim under Section 2 for Theft in respect of any insured vehicle specified in correspondence between the Insured and the Insurer.

12. Theft Excess - Security Contingent

The Insured will pay the first €1,250 of each and every claim under Section 2 for Theft if at the time of loss, vehicles specified in correspondence between the Insured and the Insurer are not fitted with a car alarm and immobilising device as agreed with the Insurer or if the immobilising device and car alarm are not operative at the time of any incident.

13. Warranted Security Devices Fitted

The Insurer will not be liable under Section 2 for Theft if at the time of any loss vehicles specified in correspondence between the Insured and the Insurer are not fitted with an agreed alarm and engine immobilising device and if at the time of loss such device has not been activated.

14. Carriage of Personal Tools

Section 21 - Rugs, Clothing & Personal Effects is extended to provide indemnity in respect of loss or damage caused to tools the property of employees of the Policyholder whilst such tools are carried in an insured vehicle specified in correspondence between the Insured and the Insurer subject to:

- a) a limit of €650 any one loss or series of losses arising out of one cause
- b) the Insured being liable to pay the first €60 of any such loss.

15. Goods-in-Transit Tools

Accessories as referred to in Sections 2 and 3 is extended to include items such as tools, gates, tarpaulins, fire extinguishers and hoses which are not fixed to the Insured Vehicle but are carried in or on an insured vehicle specified in correspondence between the Insured and the Insurer and are carried in connection with the normal business of the Insured subject to:

- a) a limit of €650 any one loss or series of losses arising out of one cause
- b) the Insured being liable to pay the first €60 of any such loss.

16. Third Party Working Risks Exclusions

The Insurer will not be liable for death or bodily injury sustained by any person or damage to property caused by any item of mechanically propelled plant or attachment of any insured vehicle whilst operating as a tool of trade other than in accordance with the requirements of the Road Traffic Acts or any other Road Traffic legislation in any territory as detailed in Section 14.

17. Replacement of Commercial Vehicles

Section 4 - New Car Replacement will in addition apply in respect of any Motor Vehicle subject to :

- a) the declared value of the motor vehicle being equal to the purchase price of the vehicle when new)
- b) the Insurer not being liable for a sum greater than the market value of the motor vehicle at the time of the loss if the declared value of such vehicle is not equal to the original purchase price when new.

18. Hire of Replacement Motor Car

Following theft of a motor car for which the Insurer is liable under Section 2 the Insurer will pay the reasonable cost of hiring a replacement motor car of a similar make and model subject to local availability until such time as the motor car is available for use provided :

- a) the maximum period for which the Insurer will be liable is 14 days
- b) the Insurer will not be liable in respect of the first 2 days of any such hire
- c) the maximum sum for which the Insurer will be liable is €650 any one hire.

19. Financially Encumbered Vehicles

The Insurer will as a result of an insured vehicle being rendered a total loss constructive or otherwise and which is the subject of indemnity under Sections 2 or 3 pay any additional financial loss for which the Insured may be liable to pay as a result of any hire purchase lease, operating lease, commercial or bank loan provided that the Insurer will not be liable for any outstanding payment, penalty, additional interest payment or default payment already incurred by the Insured at the time of any loss.

20. Third Party Liability Spillage and Crossover (Wrongful Delivery)

The Insurer will subject to the terms of Section 1 indemnify the Insured against death, bodily injury, damage to property and reasonable costs incurred by the Insured in curtailing the spread of or making safe any product following the accidental spillage or discharge (including the accidental delivery of goods which do not conform to the specification of or the order for the goods made by the customer) of such product as a direct result of :

- a) the use of the Insured Vehicle
- b) an error or omission in the process of loading or unloading the Insured Vehicle by the driver or attendant of the Insured Vehicle on or off the public carriageway.

The Insurer will not be liable for the first €1,250 of any such costs.

In addition the Insurer will not be liable for the first €1,250 of any such costs which occur as a direct result of spillage whilst loading or unloading whilst the insured vehicle is on board any Marine Vessel.

Warranted that the loading and unloading whilst on board any Marine Vessel must be carried out by a representative of the Marine Vessel and the Insurers will not be liable for any claims arising from the negligence of the representative of the Marine Vessel.

21. Replacement of Tanks and Equipment

22. Third Party Excess

The Insurer will not be liable in respect of the first €750 of any loss under Section 1 Third Party Liability.

23. Windscreen Extension

Section 3 - Damage to Vehicle is operative solely in respect of breakages of windscreens, windows and any resulting scratching of bodywork.

24. Trailers

Sections 2 & 3 - Damage to Vehicle will only apply in respect of Trailers whilst such trailers are attached to an insured vehicle.

25. In respect of Sections 2 & 3, the excess is reduced to €315 for Commercial Vehicles under 3.5 tonnes G.V.W.

26. Premium Reimbursement

The Insurer will reimburse a proportion of the annual premium provided the gross incurred claims ratio does not exceed a percentage of the annual premium based upon the following scale.

Claims ratio less than 20 % of annual premium = 10.0 % reimbursement

Claims ratio less than 30 % of annual premium = 7.5 % reimbursement

Claims ratio less than 40 % of annual premium = 5.0 % reimbursement

Claims ratio less than 50 % of annual premium = 2.5 % reimbursement.

Any reimbursement will only apply if the Policy has been renewed following the end of the period of Insurance. The calculation will be based upon the gross incurred claims ratio as at 06/08/2008 and is subject to any premium adjustment which may have occurred during the Period of Insurance.

27. The Insurer will not be liable in respect of Theft of any Articulated Unit and/or Trailer unless the Articulated Units and/or Trailers are garaged or compounded overnight when not in use.

27A. The Insurer will not be liable for the first €3,170 of any claim in respect of Theft of any Articulated Unit, Trailer and/or Plant unless the Articulated Unit, Trailer and/or Plant is garaged or compounded or parked in an officially recognised Lorry Park overnight, between the hours of 9.00 pm and 6.00 am or is attended by the driver or the driver has the Vehicle/Plant in sight, when not in use.

28. Third Party Property Damage Excess

The Insurer will not be liable in respect of the first €750 of each and every claim in respect of Commercial Vehicles under Section 1 Third Party Liability arising out of damage to property.

29. Increase in Excess – Accidental Damage

The sum of €1,250 in Deductions in the Schedule is increased to €1,500 whilst any vehicle is operating on the Continent of Europe.

30. Increase in Excess – Theft

The sum of €1,250 in Endorsement No.11 is increased to €1,500 whilst any vehicle is operating on the Continent of Europe.

31. Product Exclusion

The Insurer shall not be liable for death, bodily injury, loss or damage caused by any motor vehicle whilst such vehicle is carrying Radioactives (Class 7) and/or Explosives (Class 1).

32. War and Terrorism Exclusion

WE will not be liable except so far as is necessary to meet the requirements of the Road Traffic Acts for loss, damage, cost, expense or liability directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this exception an act of terrorism means an act, including but not limited to the use of violence and/or threat of any persons or group(s) of persons, whether acting alone, on behalf, or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

This exception also excludes loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If WE allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon YOU.



33. Long Term Undertaking

First Renewal Date:

Second Renewal Date:

Expiry Date:

In consideration of a discount being incorporated in the premiums under this policy YOU undertake to offer annually the insurance on the terms and conditions in force at the expiry of each period of insurance and to pay premiums in advance it being understood that WE will be under no obligation to accept an offer made in accordance with this undertaking.

This undertaking applies to any policy which may be issued by US in substitution for this policy and the same discount will be incorporated in the premium on any substituted policy issued by US.

Payment of the first or renewal premium will be deemed acceptance by YOU of this condition.

This Undertaking is subject to:

Incurred Loss Ratio not exceeding 50% for any one Period of Insurance to which this Undertaking relates. For the purpose of this Agreement Incurred Loss Ratio shall mean the total claims (which shall include actual claims payments including all medical legal and other charges and reserves made by Underwriters for outstanding claims and/or circumstances) divided by the total net adjusted premiums paid and payable for the applicable Period of Insurance.

WE reserve the right to adjust the premium rates terms or conditions or restrict or vary the cover or terminate or renegotiate this Undertaking to reflect:

- (a) acquisitions or disposals of Vehicles
- (b) changes in the business activities of the Insured
- (c) any alteration or extraneous factor or factors which affects the risk

In the event of YOU refusing to accept renewal of this insurance at the First Renewal Date WE will be entitled to secure from YOU:

- 1 (a) the repayment of the 5% discount in premium awarded to YOU on the first year premium at the inception of the Agreement as specified in the Policy Schedule
- (b) the payment of the insurance premium which would have accrued to US in respect of years 2 and 3 of the Agreement.

Such premium will be gross of the 5% discount awarded on the first year premium at the inception of this Agreement.